

KAPLAN

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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JOSEPH PIZARRO,

Plaintiff,

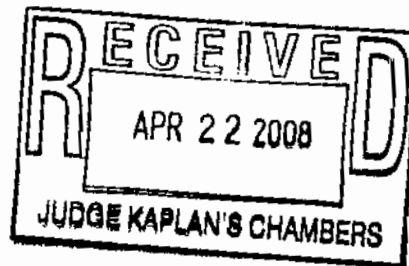
-against-

**STIPULATION AND ORDER  
OF SETTLEMENT AND  
DISMISSAL**

07 CV 9520 (LAK)

THE CITY OF NEW YORK, P.O. PATRICK COYLE,  
Shield No. 24934, Individually and in his Official  
Capacity, SGT. JOSEPH MINEO, Shield No. 4910,  
Individually and in his Official Capacity, and P.O.'s  
"JOHN DOE" #1-10, Individually and in their Official  
capacities, (the name John Doe being fictitious, as the true  
names are presently unknown),

Defendants.  
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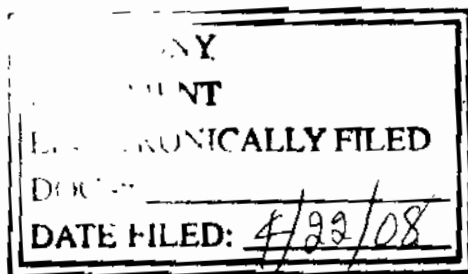
**WHEREAS**, plaintiff Joseph Pizarro commenced this action by filing a  
complaint on or about October 25, 2007, alleging that defendants violated his constitutional and  
common law rights; and

**WHEREAS**, defendants have denied any and all liability arising out of plaintiff's  
allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation,  
without further proceedings and without admitting any fault or liability; and

**WHEREAS**, plaintiff has authorized his counsel to settle this matter on the terms  
set forth below;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by  
and between the undersigned, as follows:



1. The above-referenced action is hereby dismissed with prejudice, and without costs, expenses, or fees except as provided for in paragraph "2" below.
2. The City of New York hereby agrees to pay plaintiff the sum of **Thirty Five Thousand (\$35,000.00) Dollars** in full satisfaction of all claims, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against the City of New York, Joseph Mineo and Patrick Coyle, and to release all defendants and any present or former employees or agents of the City of New York from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney fees.
3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release and An Affidavit of No Liens based on the terms of paragraph 2 above.
4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New

York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.
6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
April 1, 2008

JON NORINSBERG, ESQ.  
Attorney for Plaintiff  
225 Broadway, Suite 2700  
New York, NY 10007  
(212) 791-5396

MICHAEL A. CARDOZO  
Corporation Counsel of the City of New York  
Attorney for Defendants City of New York,  
Sergeant Joseph Mineo and Police Officer  
Patrick Coyle  
100 Church Street  
Room 3-196  
New York, New York 10007  
(212) 788-9567

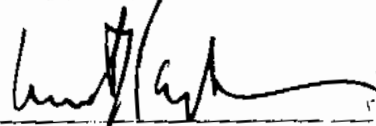
By: 

Jon Norinsberg

By: 

Suzette Corinne Rivera  
Assistant Corporation Counsel

SO ORDERED:

  
United States District Judge

4/22/08